WILLS—PAROL EVIDENCE TO SHOW TESTAMENTARY INTENT.—An instrument in the form of a statutory warranty deed had been held invalid as a conveyance for want of delivery. (*Noble* v. *Tipton,* 219 Ill. 182, 76 N. E. Rep. 151, 3 L. R. A. (N. S.) 645.) It was offered for probate as a testamentary disposition, having been duly acknowledged by deceased and attested by two credible witnesses. There was nothing in the writing itself to show that it was not to take effect until the death of the maker. Evidence was offered to prove the extrinsic facts to show such an intention. *Held,* that such evidence was not admissible to show that a deed unambiguous on its face was intended to operate as a will. *Noble* v. *Fickes et al.* (1907), — Ill. —, 82 N. E. Rep. 950. (CARTWRIGHT and CARTER, JJ., dissenting.)

In *Noble* v. *Tipton,* supra, the parol evidence here offered was admitted on the issue of delivery. This fact seems to be the basis of the dissenting opinion, which says: "* * * We do not see how it can be now held that the same evidence is not admissible or competent to prove the same fact. * * * If it is admissible to show an intention that the instrument shall only become operative upon the death of the grantor, and is therefore of a testamentary character, we see no logical ground upon which it can be said that it is not competent to establish the instrument as a will." No authority is cited in support of this contention. The majority opinion distinguishes the case of *Noble* v. *Tipton,* and goes upon the ground that to admit extrinsic parol evidence in this case to show the necessary testamentary intent would be to contradict the terms of the instrument; while the same evidence may be admitted on the issue of delivery, since it does not contradict the terms of the instrument, but bears on the question whether the instrument did, in fact, ever have a legal existence. The holding is that parol evidence is not admissible for the purpose of establishing the animo testandi, when offered for the purpose of supporting the writing as a testamentary disposition. The case seems to fall within the third class of cases in the classification of *Clay* v. *Layton,* 134 Mich. 317, 336; 96 N. W. Rep. 458. (1) Those in which the testamentary intent is clearly deducible from the writing. (2) Those where the instrument is ambiguous or of doubtful meaning. (3) Those where there is nothing to indicate a testamentary intent, but, on the contrary, the instrument is in terms plainly a deed, in which case "no amount of parol testimony should authorize the court to vary the unmistakable terms of the instrument alleged to be a will."

WILLS—REPUBLICATION AND REVIVAL—DESTRUCTION OF REVOKING INSTRUMENT.—The will offered for probate was revoked by a subsequent will, which contained a clause revoking all former wills. A few months after the execution of this second will the testator caused it to be destroyed, giving his reasons for his actions and directions. On the same occasion he placed the first will, which had been preserved, in an envelope, and, sealing it, handed it to the proponent, saying: "Hold the will, because that is the will I want executed." *Held,* that the oral declarations of testator were insufficient to revive the will. *Danley* v. *Jefferson* (1907), — Mich. —, 114 N. W. Rep. 470. (MCALRAY, C.J., and MOORE, J., dissenting.)